

EXHIBIT 14

**ADDENDUM TO AGREEMENT TO DESIGN
AND MANUFACTURE POWDER COATING PAINT SYSTEM**

This document is an addendum to a previously existing and legally binding agreement ("Agreement") between Crown Equipment Corporation ("Crown") and Pneu-Mech Systems Manufacturing LLC ("Pneu-Mech") that provides for the design and building of an automated powder coating paint system. The parties are executing this Addendum to provide a change in the payment structure contained in the Agreement under the terms identified below. The remaining portions of the Agreement remain unchanged and in effect.

RECITALS

In January 2019, Crown and Pneu-Mech executed documents through which Crown contracted for Pneu-Mech to design and build an automated powder coating paint system in its New Bremen, Ohio manufacturing facility. That Agreement remains valid and executory. In general, Crown agreed to pay Pneu-Mech \$13,625,000.00 for the delivery of a properly and fully functioning automated powder coating paint system (the "Project").

Crown has taken the position that the Agreement provides Crown with the right to retain a 10% final payment to be delivered only upon successful completion of the Project through the delivery of a fully functioning automated powder coating paint system. In accordance with that right, Crown currently retains \$1,362,500.00 that upon the timely and successful completion of the Project would be payable to Pneu-Mech (the "Retention").

Pneu-Mech and Crown have jointly determined that a list of 50 generally described issues exist that prevent the automated powder coating paint system from being fully functioning. Forty-nine of the items relate to portions of the system distinct from the cure oven (the "Non-Cure Oven Issues"). The last, and most deficient and involved, issue is the performance of the cure oven.

Pneu-Mech has expressed an interest in continuing work to completion on the non-cure oven issues. However, Pneu-Mech's current financial condition prevents it from funding its employees who are necessary to complete the work on the Non-Cure Oven Issues.

Pneu-Mech is actively engaged in discussions with a third-party to sell either the assets or the equity interests in the company.

Crown is willing to release a limited portion of the Retention prior to the successful completion of the project, under the conditions identified below, to assist Pneu-Mech with remedying the Non-Cure Oven Issues.

THEREFORE, in consideration of the promises contained in this Addendum and for other good and valuable consideration, Crown and Pneu-Mech agree as follows:

1. Pneu-Mech agrees to resume work on the Non-Cure Oven Issues immediately upon the execution of this Addendum (and no later than June 13, 2022) and to do so in compliance with the following requirements:
 - a. Provide the following employees of Pneu-Mech onsite at Crown's powder coating paint system who shall thereafter perform work on the Non-Cure Oven Issues on a full-time basis (40/hours per week absent holidays or illness): John Pack Darrell Walker ("Pneu-Mech Workers").
 - b. Ensure that the Pneu-Mech Workers and all other employees supporting the on-site work for Crown use their best efforts and best commercially available expertise to fully and effectively remedy the Non-Cure Oven Issues in as little time as is commercially feasible.
 - c. Indemnify and defend Crown against any claim or demands by any Pneu-Mech Workers or any governmental entity for federal, state and local taxes; workers' compensation or unemployment insurance benefit coverage; Social Security and other payroll-based contributions; health, vision, and/or dental insurance; vacation pay; sick leave; retirement benefits; health or disability benefits; and/or any other employee benefits of any kind associated with the work identified in this Addendum.
 - d. Require in any sale of its assets or equity interests that the purchaser assume Pneu-Mech's full obligations under the Agreement.
 - e. Ensure that no subcontractors used in the design or construction of the automated powder coating paint system place mechanic's liens resulting from the Project on any Crown property and immediately take all steps necessary to obtain the removal of such lien that may be placed.
2. For each hour in which a Pneu-Mech Worker provides actual services on behalf of Crown under Paragraph 1 to this Addendum, Crown shall pay Pneu-Mech the sum of one hundred and twenty-five dollars (\$125.00). Pneu-Mech shall submit an invoice to Crown within 7 calendar days of the end of each week in which services were performed. The Invoice must include the dates covered by the invoice, the date and the Pneu-Mech Worker by whom the services were performed, the amount of time for each activity, and a brief description of services completed. Such invoices will be paid by Crown within 7 calendar days of receipt by electronic funds transfer.
3. Crown will provide living accommodations for the Pneu-Mech Workers for nights when they are staying in New Bremen, Ohio to work on the Project. All other costs associated with the Pneu-Mech Workers shall be the responsibility of Pneu-Mech.
4. For each payment made under Paragraph 2 of this Addendum, a corresponding reduction in the amount Crown would ultimately owe to Pneu-Mech had Pneu-Mech timely produced a fully functioning automated powder coating paint system shall be made. Likewise, such amount will be credited to reduce the reserve being held by Crown. By way of clarification

and to avoid misunderstanding, for each payment made by Crown under this Addendum, the outstanding balance of \$1,362,500.00 shall be reduced by an equal amount and the reserve of \$1,362,500.00 shall be reduced by the same.

5. Either party may terminate this Addendum by providing the other party with thirty (30) days' prior written notice. In addition, Crown may immediately terminate this Agreement when it in good faith believes Pneu-Mech is unable or unwilling to meet its obligations under the Addendum or in its sole discretion it believes progress is no longer being made on the successful completion of the Non-Cure Oven Issues. When any termination occurs, Crown shall pay Pneu-Mech for such amounts under Paragraphs 1 and 2 of this Addendum earned prior to the effective date of the termination and will have no liability for any other amount or damage.

6. Nothing in this Addendum shall be construed as a waiver, release, or abandonment of any damage, harm, claim, right, or remedy by Crown. Further, Pneu-Mech expressly acknowledges and agrees that Crown is entering into this Addendum as an attempt to compromise a disputed claim. As such, the offering, acceptance, or performance under this Addendum shall not be offered as evidence by Pneu-Mech of its performance under the terms of the Agreement. Nothing in this Addendum shall be interpreted or shall in any way impact the issues relating to the performance of the cure oven.

7. Nothing in this Addendum shall be construed as a waiver, release, or abandonment of any damage, harm, claim, right, or remedy by Pneu-Mech. Further, Crown expressly acknowledges and agrees that Pneu-Mech is entering into this Addendum as an attempt to compromise a disputed claim. As such, the offering, acceptance, or performance under this Addendum shall not be offered as evidence by Crown of its performance under the terms of the Agreement. Nothing in this Addendum shall be interpreted or shall in any way impact the issues relating to the performance of the cure oven.

8. Pneu-Mech may not delegate any of its duties or assign its rights under this Addendum without the prior written consent of Crown. Any purported assignment without the required consent shall be void. Nevertheless, this Addendum shall be binding upon and inure to the benefit of the Parties and their respective successors.

9. It is the intention of the parties that Pneu-Mech is an independent contractor and not an employee, agent, joint venturer, or partner of Crown. Similarly, the Pneu-Mech Workers are employees of only Pneu-Mech and are not employees, agents, joint venturers, or partners of Crown. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee or agent, joint venturer, or partner between Crown and either Pneu-Mech or any employee or agent of Pneu-Mech.

10. Except as specifically modified by this Addendum, all provisions of the Agreement, expressly including Crown's Purchase Order #A412353 and the incorporated Terms & Conditions (Ref. OF 12672 Rev. 3/14) shall remain in full force and effect and shall govern the rights and responsibilities of the parties.

11. This Addendum shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to its principles of conflicts of laws. Each party consents to the jurisdiction of the Courts of the State of Ohio and consent that the venue for any

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proceeding shall be exclusively held in the state and federal courts within Ohio for purposes of all legal proceedings arising out of or relating to the Agreement and/or this Addendum. In the event that any provision of this Addendum is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be construed so as to give closest effect to the original intent of the parties, and the remaining portions of this Addendum shall remain in full force and effect.

CROWN EQUIPMENT CORPORATION

Gregory Bruner
By:

6-6-2022
Date

Pneu-Mech Systems Manufacturing LLC

[Signature]
By:
C

6.7.22
Date